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REGULATORNI URED ZA ENERGIJU
ENERGY REGULATORY OFFICE



Energy Regulatory Office **(ERO)**

Supplier Switching Rule

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This **Rule** (including as subsequently amended) is made in accordance with Article 36 of the Law on Electricity (Law No.05/L-085), and in accordance with Article 6 of **Market Rules**.

Supplier Switching Rule

1 Objectives and Scope of Application

1.1 Objectives

1.1.1 This **Rule** sets out how a **Final Customer, Household or Non-household Customer** that wishes to change its **Supplier** can be transferred from an **Incumbent Supplier** to a **New Supplier**.

1.2 Scope

1.2.1 In this **Rule**, the following principles shall apply:

- (a) The right of each **Final, Household or Non-household Customer** to choose his **Supplier** in accordance with terms, conditions and proceedings defined in this **Rule** and to be undertaken by a **Final, Household or Non-household Customer, New Supplier, relevant Network Operator, Metering Administration Agent (MAA) and Incumbent Supplier** in order for a **Final, Household or Non-household Customer** to change its **Supplier**;
- (b) Making possible the **Supplier Switching** by **MAA** in accordance with this **Rule** and terms and condition set on it;
- (c) The maintenance by **MAA** of a **Meter Register** to reflect the **Supplier Switching**;
- (d) Submission of an **Objection to Supply Switch Notice** to the **MAA** by **Incumbent Supplier** in accordance with paragraph 4 of this **Rule**.
- (e) Issuance of final invoice to the **Customer** by **Incumbent Supplier** not later than forty five days (45) after the **Supply Switching Date**;

2 Terms used

- 2.1 **Metering Administration Agent (MAA)** is established by the **Market Operator** with responsibilities as set out in paragraph 5.1.2 of **Market Rules**.
- 2.2 **Suppliers Switching Date** – is the date on which the **New Supplier** becomes responsible for the **Consumer Supply**.
- 2.3 **Supplier of Last Resort** - is a **Supplier** determined in accordance with the provisions of the Law on Electricity, which for a limited period of time provides **Supply** services under regulated **Customers** who could not contract itself a **Supplier** or have lost their **Supplier**.
- 2.4 **Incumbent Supplier** - is the **Supplier** that currently operates and is registered to **Supply Customers** in certain **Metering System**.
- 2.5 **New Supplier** - is the **Supplier** that delivers notice that wants to **Supply** a **Customer** from a certain **Metering System**.
- 2.6 **Final, Household or Non-household Customer** (hereinafter: **Customer**) - is the **Customer** who is free to choose **Supplier** from whom will buy electricity in accordance with the Law on Electricity.
- 2.7 **Final settlement** – a common denomination for processes utilized for determining transmission system use by all parties and financial liabilities and payments that derive from such liabilities and liabilities of the parties for the imbalances caused.
- 2.8 The **Contract** is a **Contract** concluded between **Customer** and **New Supplier**, but it is coming into force on the date of **Customer Switch** has to become effective.
- 2.9 **Objection to Supplier Switch** - is a notice submitted by the **Incumbent Supplier** as objection to transfer **Metering System** to **New Supplier**.
- 2.10 **Supplier Switch** - is the process through which a **Final, Household or Non-Household Customer**, changes its **Supplier**.
- 2.11 All other terms in **bold** will have the same meaning as terms used in the legislation in force, license or **Market Rules** as appropriate.

3 Supplier switching in regular cases

- 3.1 After negotiating a new **Supply Contract** with a **New Supplier** the Customer shall provide to **New Supplier** all required information in order to enforce the **Supplier Switch**. This information shall include:
- a) identity of the **Customer**;
 - b) identity of the **Network Operator** responsible for the **Metering System** that is subject of change of **Supplier**;
 - c) numerical identification code of the **Metering System**;
 - d) name of the **Incumbent Supplier** and validity period of the **Contract** concluded between the **Customer** and **Incumbent Supplier**;
 - e) A written authorization to the **New Supplier** to carry out transfer procedure on behalf of the **Customer**, including the termination of the **Supply Contract** with the **Incumbent Supplier**.
- 3.2 After receiving all required information, **New Supplier** and **Customer** conclude a new supply **Contract**.
- 3.3 After concluding a **Contract** in accordance with paragraph 3.2, by the request of the **New Supplier**, the relevant **Network Operator** within two (2) **Business Days** of request received, shall provide to the **New Supplier** necessary data (if they are not public) related to the **Supplier Switch** in accordance with paragraph 3.4 a), of this Rule.
- 3.4 After receiving all required information in accordance with paragraph 3.2 and 3.3, a **New Supplier** submits notification for **Supplier Switch** to the **MAA**:
- a) following data necessary for the **MAA** to validate the **Supplier Switch**:
 - (i) the identity of the **Network Operator** responsible for **Metering System** subject to **Supplier Switch**;
 - (ii) the unique **Meter Reference Number** (MRN) allocated by the relevant **Network Operator**;
 - (iii) the **Metering System** Reference Number of the **Metering System** to which the **Meter** is allocated;
 - (iv) the **Direction of Flow**;
 - (v) the status of the **Meter** as (**Interval Read Meter** or **Non-interval Read Meter**);

- b) name of the **Incumbent Supplier** and the proposed **Supply Switch Date**, which must be not less than twenty (20) **Business Days** after the date of the notice; and
 - c) warrant to the **Market Operator** that it has (or will have at the **Supply Switch Date**) a **Contract to Supply a Customer**.
- 3.5 Within two (2) **Business Days** of receipt of the notice submitted pursuant to paragraph 3.4, **MAA** will check if data submitted in the **Supplier Switch** notification are complete and accurate. If the **Supplier Switch** notification is valid, **MAA** will notify the **Incumbent Supplier** and the **New Supplier** of the valid **Supplier Switch** notification.
- 3.6 If data in **Supplier Switch** notification is incomplete or inaccurate, within two (2) **Business Days** of receipt of the notice submitted pursuant to paragraph 3.4, **MAA** will notify the **New Supplier** of the **Supplier Switch** notification's deficiencies and time in which they shall be corrected. **New Supplier** shall rectify deficiencies within one (1) **Business Day** as of notification.
- 3.7 If transfer is notified for the Metering System that is disconnected or in the process of disconnection in accordance with Article 52, Paragraph 2 of the Law on Electricity, **MAA** will notify the **New Supplier**.
- 3.8 If within five (5) **Business Days** from receipt of notice referred to in paragraph 3.7, there is no **Objection to Supplier Switching Notice**, **Supplier Switch** will become unconditional.
- 3.9 If there was no **Objection to Supplier Switch Notice** in accordance with paragraph 3.9, within two (2) **Business Days**, **MAA** notify **Incumbent Supplier**, **New Supplier**, **Market Operator** and the relevant **Network Operator** of the **Supplier Switch Date**.
- 3.10 **Meter Register** will be changed by **MAA** to reflect that the **New Supplier** will be the **Registrant**.
- 3.11 **Market Operator** will ensure that **Metering Data** from the relevant **Metering System** is used for Calculations in the **Final Settlement** for the **Account of the New Supplier** from the **Supply Switch Date**.

The table below provides a brief overview regarding timelines, respectively sent/received documents when **MAA** has not received an **Objection to Supplier Switch Notice**.

Actions/Documents	New Supplier S - Send R-Receive	MAA S - Send R-Receive	Incumbent Supplier S - Send R-Receive	Network Operator S - Send R-Receive	Market Operator S - Send R-Receive	Timeframe At least X Business Days prior to Effective from Date
Send request related to the Supplier Switch and all required information in accordance with paragraph 3.4 a).	R			S		21
Submit all required information include necessary authorization in accordance with paragraph 3.4.	S	R				20
Check if data submitted are complete and accurate. If they are not correct, MAA will notify the New Supplier related incorrect data.	R	S				18
Submit the corrected data.	S	R				17
If data submitted in accordance with paragraph 3.4, are correct, MAA will notify Incumbent Supplier and the New Supplier of the valid Supplier Switch notification.	R	S	R			15
There is no Objection to Supplier Switch Notice .		R	S			10
MAA will notify that the New Supplier will be the Registrant and the Supply Switch Date .	R	S	R	R	R	8

4 Notice for Objection to Supplier Switch

- 4.1 Within five (5) **Business Days** from receipt of the notification referred to in paragraph 3.7, the **Incumbent Supplier** may submit to **MAA** an **Objection to Supplier Switch Notice** if the **Customer** failed to fulfill its liabilities according to Article 36, paragraph 5 of Law on Electricity..
- 4.2 If **MAA** receives an **Objection to Supplier Switch Notice** within the specified time, then **MAA** within two (2) **Business Days** will notify **New Supplier** of the **Objection to Supplier Switch Notice** stipulating the reason given in the notice for the **Objection to Supplier Switch**.
- 4.3 At any time an **Incumbent Supplier** who has submitted an **Objection to Supplier Switch Notice** may notify **MAA** that they wish to withdraw the **Objection to Supply Switch Notice** referred to in paragraph 4.1 and **MAA** will then notify the **New Supplier** that the **Objection to Supplier Switch Notice** is no longer in force.
- 4.4 If, after eight (8) **Business Days** from receipt of notice referred to in paragraph 3.7 there is an **Objection to Supplier Switch Notice** that has not been withdrawn then the proposal will lapse, otherwise it will become unconditional.
- 4.5 Within two (2) **Business Days** after the date when the proposal made pursuant to paragraph 3.4 became unconditional, the **Meter Register** will be changed by **MAA** to reflect that the **New Supplier** will be the **Registrant** from the start of that date and **MAA** will notify **Incumbent Supplier, New Supplier, Market Operator** and the relevant **Network Operator** of the **Supply Switch Date**.
- 4.6 On receipt of the notice referred to in paragraph 4.5, **Market Operator** will ensure that **Metering Data** from the relevant **Metering System** is used for calculations in the **Final Settlement** for the **Account for the New Supplier** from the start of the day referred to in that notice.

The table below provides a brief overview regarding timelines, respectively sent/received documents when **MAA** has received an **Objection to Supplier Switch Notice** and thereafter a notice of withdrawal of objection.

Actions/Documents	New Supplier S - Send R - Receive	MAA S - Send R -Receive	Incumbent Supplier S - Send R - Receive	Network Operator S - Send R -Receive	Market Operator S - Send R -Receive	Timeframe At least X Business Days prior to Effective from Date
Send request related to the Supplier Switch and all required information in accordance with paragraph 3.4 a).	R			S		21
Submit all required information include necessary authorization in accordance with paragraph 3.4.	S	R				20
Check if data submitted are complete and accurate. If they are not correct, MAA will notify the New Supplier related incorrect data.	R	S				18
Submit the corrected data.	S	R				17
If data submitted in accordance with paragraph 3.4, are correct, MAA will notify Incumbent Supplier and the New Supplier of the valid Supplier Switch notification.	R	S	R			15
Sends an Objection to Supplier Switch Notice giving a reason for the objection.		R	S			10
Sends notice for the Objection to Supplier Switch giving the reason for objection and identity of Incumbent Supplier .	R	S				8
Sends notice for withdraw the Objection to Supplier Switch Notice .		R	S			7
MAA will notify that the Objection to Supplier Switch Notice is no longer in force, New Supplier will be the Registrant and the Supplier Switching Date	R	S	R	R	R	5

5 Appeal

- 5.1 **New Supplier** and **Incumbent Supplier** retain the right to appeal to the ERO.
- 5.2 If the **ERO**'s decision upon the appeal in Paragraph 5.1 that a **New Supplier** has the right to be the **Registrant** at a specific **Metering System** and issues a notice requiring the **Supplier Switch** to take place, then **MAA** will ensure that Supplier Switch is registered on the date stipulated by **ERO** and will notify relevant **Parties** accordingly, that **Supplier Switching** had become unconditional pursuant to paragraph 4.4.
- 5.3 The proposed **Supply Switch Date** will be the date stipulated by the **ERO**.
- 5.4 If the **ERO**'s decision upon the appeal in Paragraph 5.1 that an **Incumbent Supplier** has the right in his appeal, then the **MAA** ensures that **ERO**'s decision will be executed and will notify relevant **Parties** accordingly.
- 5.5 Review of disputes shall be according to the **Law on Electricity** - Article 36, paragraph 7.

6 Supplier Switch in cases of bankruptcy or liquidation of the Incumbent Supplier

- 6.1 In case of bankruptcy or liquidation of the **Incumbent Supplier**, **Customers** who remain without **Supply** shall be **Supplied** by **Supplier of Last Resort**, , while the date of **Supplier Switch** shall be considered the date of suspension of the supply from **Incumbent Supplier**.
- 6.2 **The Incumbent Supplier** is obliged to notify (in accordance with section 21.2, of **Market Rules**) the **Customer**, **Supplier of Last Resort**, **ERO**, **MAA**, **Market Operator** and relevant **Network Operator** on the day of **Supply** suspension, within two (2) **Business Days** before the effective date, after which the **Incumbent Supplier** shall become unable to **Supply** the **Customer**.
- 6.3 Within three (3) **Business Days** upon the receiving of the notification by the **Incumbent Supplier**, **MAA** will change **Meter Register** to ensure that the **Supplier of Last Resort** is the **Registrant**. As of that day, **Market Operator** will ensure that **Metering Data** from the relevant **Metering System** is used for calculations in the **Final Settlement** for the **Account** of the **Supplier of Last Resort**.
- 6.4 **Supply Guaranteed** by **Supplier of Last Resort** can not last more than sixty days (60) (referred to in Article 39, paragraph 6 of the Law on Electricity) from the date of the right to **Guaranteed Supply** according to Article 39 paragraph 4 of the Law on Electricity.
- 6.5 In case of **Supplied** by the **Supplier of Last Resort**, the **Customer** fails to make agreement with **New Supplier** within timeline stipulated in paragraph 6.4, then the relevant **Network Operator** will terminate the electricity **Supply**, in accordance with Article 39, paragraph 7 of the Law on Electricity.

7 Supplier Switch in cases of license revocation

- 7.1 In case the **License** held by the **Incumbent Supplier** expires, is revoked temporarily or otherwise ceased to be in force, then at least fifteen (15) days before the date of **License** expiration, revocation or otherwise cease to be in force, becomes final, **ERO** shall inform **Supplier of Last Resort, Customer, MAA, Market Operator, Incumbent Supplier** and relevant **Network Operator** on decision and the day of **Supplier Switch** to **Supplier of Last Resort** has become effective.
- 7.2 The **Supplier Switch Date** shall be the date of expiration, revocation by **ERO** decision or otherwise cease to be in force of the license becomes final.
- 7.3 Within three (3) **Business Days** upon the receiving of the notification by **ERO, MAA** will change **Meter Register** to ensure that the **Supplier of Last Resort** is the **Registrant**. As of that day, **Market Operator** will ensure that **Metering Data** from the relevant **Metering System** is used for calculations in the **Final Settlement** for the **Account** of the **Supplier of Last Resort**.
- 7.4 In case the **License** held by the **Incumbent Supplier** is revoked, the duration of **Supply Guaranteed** by the **Supplier of Last Resort** for **Customer** shall be in accordance with paragraph 6.4, and the suspension of its **Guaranteed Supply** of electricity will be in accordance with paragraph 6.5 of this **Rule**.

8 Supplier Switch in cases when Customer fails to choose New Supplier

- 8.1 If the **Customer** fails to change the **Incumbent Supplier** in accordance with paragraph 1.4, no later than five (5) **Business Days** before the date of **Supplier Switch** in accordance with paragraph 1.4, or before the date of contract termination with **Incumbent Supplier**, **Customer** shall submit to the **Supplier of Last Resort**, the application form published by the **Supplier of Last Resort**.
- 8.2 Within two (2) **Business Days** of receipt of the application referred to in paragraph 8.1, the **Supplier of Last Resort**, shall notify **MAA**, **Market Operator** and relevant **Network Operator**.
- 8.3 Within three (3) **Business Days** upon the receiving of a notification by the **Supplier of Last Resort** in accordance with paragraph 8.2, **MAA** will change **Meter Register** to ensure that the **Supplier of Last Resort** is the **Registrant**. As of that day, **Market Operator** will ensure that **Metering Data** from the relevant **Metering System** is used in the **Settlement Calculations** for the **Account** of the **Supplier of Last Resort**.
- 8.4 In case, the **Customer** has failed to elect (choose) **New Supplier**, the duration of **Supply Guaranteed** by **Supplier of Last Resort** shall be in accordance with paragraph 6.4, while the termination of **Supply Guaranteed** will be in accordance with paragraph 6.5 of this **Rule**

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